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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**SOUTHERN DIVISION**

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9  
10 SOUTHWIRE COMPANY, LLC

11  
12 Plaintiff,  
13 v.

14 HUGHES AUTOFORMERS, LLC,

15 Defendant.

16 HUGHES AUTOFORMERS, LLC,

17 Counterclaim Plaintiff,  
18 v.

19 SOUTHWIRE COMPANY, LLC

20 Counterclaim Defendant.

21 Case No. 8:22-cv-1836- MCS (PDx)

22 **STIPULATED PROTECTIVE**  
**ORDER**

23 Scheduling Conference: Apr. 17, 2023

1      **I. PURPOSES AND LIMITATIONS**

2      A. Discovery in this action is likely to involve production of confidential,  
3      proprietary, or private information for which special protection from public  
4      disclosure and from use for any purpose other than prosecuting this litigation may  
5      be warranted. Accordingly, the parties hereby stipulate to and petition the Court  
6      to enter the following Stipulated Protective Order. The parties acknowledge that  
7      this Order does not confer blanket protections on all disclosures or responses to  
8      discovery and that the protection it affords from public disclosure and use extends  
9      only to the limited information or items that are entitled to confidential treatment  
10     under the applicable legal principles. The parties further acknowledge, as set  
11     forth in Section XIII(C), below, that this Stipulated Protective Order does not  
12     entitle them to file confidential information under seal; Civil Local Rule 79-5 sets  
13     forth the procedures that must be followed and the standards that will be applied  
14     when a party seeks permission from the Court to file material under seal.

15     **II. GOOD CAUSE STATEMENT**

16     A. This action is likely to involve trade secrets, customer and pricing lists and  
17     other valuable research, development, commercial, financial, technical and/or  
18     proprietary information for which special protection from public disclosure and  
19     from use for any purpose other than prosecution of this action is warranted. Such  
20     confidential and proprietary materials and information consist of, among other  
21     things, confidential business or financial information, information regarding  
22     confidential business practices, or other confidential research, development, or  
23     commercial information (including information implicating privacy rights of  
24     third parties), information otherwise generally unavailable to the public, or which  
25     may be privileged or otherwise protected from disclosure under state or federal  
26     statutes, court rules, case decisions, or common law. Accordingly, to expedite  
27     the flow of information, to facilitate the prompt resolution of disputes over  
28     confidentiality of discovery materials, to adequately protect information the

1 parties are entitled to keep confidential, to ensure that the parties are permitted  
2 reasonable necessary uses of such material in preparation for and in the conduct  
3 of trial, to address their handling at the end of the litigation, and serve the ends  
4 of justice, a protective order for such information is justified in this matter. It is  
5 the intent of the parties that information will not be designated as confidential for  
6 tactical reasons and that nothing be so designated without a good faith belief that  
7 it has been maintained in a confidential, non-public manner, and there is good  
8 cause why it should not be part of the public record of this case.

9 **III. DEFINITIONS**

10 A. Action: Case No. 8:22-cv-1836- MCS (PDx)

11 B. Challenging Party: A Party or Non-Party that challenges the designation  
12 of information or items under this Order.

13 C. “CONFIDENTIAL” Information or Items: Information (regardless of how  
14 it is generated, stored or maintained) or tangible things that qualify for protection  
15 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
16 Cause Statement.

17 D. Counsel: Outside Counsel of Record and House Counsel (as well as their  
18 support staff).

19 E. Designating Party: A Party or Non-Party that designates information or  
20 items that it produces in disclosures or in responses to discovery as  
21 “CONFIDENTIAL.”

22 F. Disclosure or Discovery Material: All items or information, regardless of  
23 the medium or manner in which it is generated, stored, or maintained (including,  
24 among other things, testimony, transcripts, and tangible things), that are produced  
25 or generated in disclosures or responses to discovery in this matter.

26 G. Expert: A person with specialized knowledge or experience in a matter  
27 pertinent to the litigation who has been retained by a Party or its counsel to serve  
28 as an expert witness or as a consultant in this Action.

1       H. House Counsel: Attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4       I. Non-Party: Any natural person, partnership, corporation, association, or  
5 other legal entity not named as a Party to this action.

6       J. Outside Counsel of Record: Attorneys who are not employees of a party  
7 to this Action but are retained to represent or advise a party to this Action and  
8 have appeared in this Action on behalf of that party or are affiliated with a law  
9 firm which has appeared on behalf of that party, and includes support staff.

10      K. Party: Any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and  
12 their support staffs).

13      L. Producing Party: A Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15      M. Professional Vendors: Persons or entities that provide litigation support  
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or  
18 medium) and their employees and subcontractors.

19      N. Protected Material: Any Disclosure or Discovery Material that is  
20 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE  
21 COUNSEL ONLY”.

22      O. Receiving Party: A Party that receives Disclosure or Discovery Material  
23 from a Producing Party.

24      P. “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY”  
25 Information or Items: sensitive technical, financial, competitive, or personnel  
26 information, which is not generally known by third parties not under obligations  
27 of confidentiality, and that the Producing Party would not normally reveal to third  
28 parties without an agreement or expectation that the information would be

1 maintained in confidence, whether by agreements, policies, or procedures. This  
2 includes the following information and things that qualify for protection under  
3 Federal Rule of Civil Procedure 26(c), without limitation:

- 4 (i) information concerning research and development activities;
- 5 (ii) strategic business or marketing plans;
- 6 (iii) financial information, such as that which relates to expenses, costs,  
7 profits, customer pricing or sales;
- 8 (iv) information concerning websites, systems, and products not yet  
9 commercially or publicly available;
- 10 (v) information concerning licenses to patents or technology;
- 11 (vi) information concerning comparisons, studies, testing or evaluation  
12 of competitor websites, systems, or products; and
- 13 (vii) information concerning customers, vendors, licensors, and  
14 licensees.

15 **IV. SCOPE**

16 A. The protections conferred by this Stipulation and Order cover not only  
17 Protected Material (as defined above), but also (1) any information copied or  
18 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
19 compilations of Protected Material; and (3) any testimony, conversations, or  
20 presentations by Parties or their Counsel that might reveal Protected Material.

21 B. Any use of Protected Material at trial shall be governed by the orders  
22 of the trial judge. This Order does not govern the use of Protected Material  
23 at trial.

24 **V. DURATION**

25 A. Even after final disposition of this litigation, the confidentiality  
26 obligations imposed by this Order shall remain in effect until a Designating Party  
27 agrees otherwise in writing or a court order otherwise directs. Final disposition  
28 shall be deemed to be the later of (1) dismissal of all claims and defenses in this

1 Action, with or without prejudice; and (2) final judgment herein after the  
2 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews  
3 of this Action, including the time limits for filing any motions or applications for  
4 extension of time pursuant to applicable law.

5 **VI. DESIGNATING PROTECTED MATERIAL**

6 A. Exercise of Restraint and Care in Designating Material for Protection

7 1. Each Party or Non-Party that designates information or items for  
8 protection under this Order must take care to limit any such designation to  
9 specific material that qualifies under the appropriate standards. The  
10 Designating Party must designate for protection only those parts of  
11 material, documents, items, or oral or written communications that qualify  
12 so that other portions of the material, documents, items, or  
13 communications for which protection is not warranted are not swept  
14 unjustifiably within the ambit of this Order.

15 2. Mass, indiscriminate, or routinized designations are prohibited.  
16 Designations that are shown to be clearly unjustified or that have been made  
17 for an improper purpose (e.g., to unnecessarily encumber the case development  
18 process or to impose unnecessary expenses and burdens on other parties) may  
19 expose the Designating Party to sanctions.

20 3. If it comes to a Designating Party's attention that information or items  
21 that it designated for protection do not qualify for protection, that Designating  
22 Party must promptly notify all other Parties that it is withdrawing the  
23 inapplicable designation.

24 B. Manner and Timing of Designations

25 1. Except as otherwise provided in this Order (*see, e.g.*, Section  
26 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or  
27 Discovery Material that qualifies for protection under this Order must be  
28 clearly so designated before the material is disclosed or produced.

- 1           2. Designation in conformity with this Order requires the following:
  - 2           a. For information in documentary form (e.g., paper or
  - 3           electronic documents, but excluding transcripts of depositions or
  - 4           other pretrial or trial proceedings), that the Producing Party affix at
  - 5           a minimum, the legend “CONFIDENTIAL” or “HIGHLY
  - 6           CONFIDENTIAL – OUTSIDE COUNSEL ONLY” (hereinafter
  - 7           “Confidentiality Legend”), to each page that contains protected
  - 8           material. If only a portion or portions of the material on a page
  - 9           qualifies for protection, the Producing Party also must clearly
  - 10          identify the protected portion(s) (e.g., by making appropriate
  - 11          markings in the margins).
  - 12          b. A Party or Non-Party that makes original documents available for
  - 13          inspection need not designate them for protection until after the
  - 14          inspecting Party has indicated which documents it would like copied and
  - 15          produced. During the inspection and before the designation, all of the
  - 16          material made available for inspection shall be deemed “HIGHLY
  - 17          CONFIDENTIAL – OUTSIDE COUNSEL ONLY.” After the
  - 18          inspecting Party has identified the documents it wants copied and
  - 19          produced, the Producing Party must determine which documents, or
  - 20          portions thereof, qualify for protection under this Order. Then, before
  - 21          producing the specified documents, the Producing Party must affix the
  - 22          appropriate Confidentiality Legend to each page that contains
  - 23          Protected Material. If only a portion or portions of the material on a
  - 24          page qualifies for protection, the Producing Party also must clearly
  - 25          identify the protected portion(s) (e.g., by making appropriate markings
  - 26          in the margins).

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- 1                   c.     For testimony given in depositions, that the Designating Party  
2                   identify the Disclosure or Discovery Material on the record, before the  
3                   close of the deposition all protected testimony.
- 4                   d.     For information produced in form other than document and for  
5                   any other tangible items, that the Producing Party affix in a prominent  
6                   place on the exterior of the container or containers in which the  
7                   information is stored the appropriate Confidentiality Legend If only a  
8                   portion or portions of the information warrants protection, the  
9                   Producing Party, to the extent practicable, shall identify the protected  
10                  portion(s).

11                  C.     Inadvertent Failure to Designate

- 12                  1.     If timely corrected, an inadvertent failure to designate qualified  
13                  information or items does not, standing alone, waive the Designating  
14                  Party's right to secure protection under this Order for such material. Upon  
15                  timely correction of a designation, the Receiving Party must make  
16                  reasonable efforts to assure that the material is treated in accordance with  
17                  the provisions of this Order.

18                  **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

19                  A.     Timing of Challenges

- 20                  1.     Any party or Non-Party may challenge a designation of  
21                  confidentiality at any time that is consistent with the Court's Scheduling  
22                  Order.

23                  B.     Meet and Confer

- 24                  1.     The Challenging Party shall initiate the dispute resolution process  
25                  under Local Rule 37.1 et seq.

26                  C.     The burden of persuasion in any such challenge proceeding shall be on the  
27                  Designating Party. Frivolous challenges, and those made for an improper  
28                  purpose (e.g., to harass or impose unnecessary expenses and burdens on other

1 parties) may expose the Challenging Party to sanctions. Unless the Designating  
2 Party has waived or withdrawn the confidentiality designation, all parties shall  
3 continue to afford the material in question the level of protection to which it is  
4 entitled under the Producing Party's designation until the Court rules on the  
5 challenge.

6 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

7 A. Basic Principles

8 1. A Receiving Party may use Protected Material that is disclosed or  
9 produced by another Party or by a Non-Party in connection with this  
10 Action only for prosecuting, defending, or attempting to settle this Action.  
11 Such Protected Material may be disclosed only to the categories of persons  
12 and under the conditions described in this Order. When the Action has  
13 been terminated, a Receiving Party must comply with the provisions of  
14 Section XIV below.

15 2. Protected Material must be stored and maintained by a Receiving  
16 Party at a location and in a secure manner that ensures that access is limited  
17 to the persons authorized under this Order.

18 B. Disclosure of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
19 OUTSIDE COUNSEL ONLY” Information or Items

20 1. Unless otherwise ordered by the Court or permitted in writing by the  
21 Designating Party, a Receiving Party may disclose any information or item  
22 designated “CONFIDENTIAL” only to:

23 a. The Receiving Party’s Outside Counsel of Record in this  
24 Action, as well as employees of said Outside Counsel of Record to  
25 whom it is reasonably necessary to disclose the information for this  
26 Action;

1                   b. The officers, directors, and employees (including House  
2 Counsel) of the Receiving Party to whom disclosure is reasonably  
3 necessary for this Action;

4                   c. Experts (as defined in this Order) of the Receiving Party to  
5 whom disclosure is reasonably necessary for this Action and who  
6 have signed the “Acknowledgment and Agreement to Be Bound”  
7 (Exhibit A);

8                   d. The Court and its personnel;

9                   e. Court reporters and their staff;

10                  f. Professional jury or trial consultants, mock jurors, and  
11 Professional Vendors to whom disclosure is reasonably necessary  
12 for this Action and who have signed the “Acknowledgment and  
13 Agreement to be Bound” attached as Exhibit A hereto;

14                  g. The author or recipient of a document containing the  
15 information or a custodian or other person who otherwise possessed  
16 or knew the information;

17                  h. During their depositions, witnesses, and attorneys for  
18 witnesses, in the Action to whom disclosure is reasonably necessary  
19 provided: (i) the deposing party requests that the witness sign the  
20 “Acknowledgment and Agreement to Be Bound;” and (ii) they will  
21 not be permitted to keep any confidential information unless they  
22 sign the “Acknowledgment and Agreement to Be Bound,” unless  
23 otherwise agreed by the Designating Party or ordered by the Court.  
24 Pages of transcribed deposition testimony or exhibits to depositions  
25 that reveal Protected Material may be separately bound by the court  
26 reporter and may not be disclosed to anyone except as permitted  
27 under this Stipulated Protective Order; and

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- 1                   i. Any mediator or settlement officer, and their supporting  
2                   personnel, mutually agreed upon by any of the parties engaged in  
3                   settlement discussions.
- 4                   2. Unless otherwise ordered by the Court or permitted in writing by the  
5                   Designating Party, a Receiving Party may disclose any information or item  
6                   designated “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL  
7                   ONLY” only to individuals identified in §§ VIII.B.1.a and VIII.B.1.c-i.

8                   **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
9                   IN OTHER LITIGATION**

10                  A. If a Party is served with a subpoena or a court order issued in other  
11                  litigation that compels disclosure of any information or items designated in this  
12                  Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE  
13                  COUNSEL ONLY” that Party must:

- 14                   1. Promptly notify in writing the Designating Party. Such notification  
15                  shall include a copy of the subpoena or court order;
- 16                   2. Promptly notify in writing the party who caused the subpoena or  
17                  order to issue in the other litigation that some or all of the material covered  
18                  by the subpoena or order is subject to this Protective Order. Such  
19                  notification shall include a copy of this Stipulated Protective Order; and
- 20                   3. Cooperate with respect to all reasonable procedures sought to be  
21                  pursued by the Designating Party whose Protected Material may be  
22                  affected.

23                  B. If the Designating Party timely seeks a protective order, the Party served  
24                  with the subpoena or court order shall not produce any information designated in  
25                  this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE  
26                  COUNSEL ONLY” before a determination by the Court from which the  
27                  subpoena or order issued, unless the Party has obtained the Designating Party’s  
28                  permission. The Designating Party shall bear the burden and expense of seeking

protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY". Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

B. In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

1. Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject

1 to the confidentiality agreement with the Non-Party before a determination by  
2 the court. Absent a court order to the contrary, the Non-Party shall bear the  
3 burden and expense of seeking protection in this court of its Protected Material.

4 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 A. If a Receiving Party learns that, by inadvertence or otherwise, it has  
6 disclosed Protected Material to any person or in any circumstance not authorized  
7 under this Stipulated Protective Order, the Receiving Party must immediately (1)  
8 notify in writing the Designating Party of the unauthorized disclosures, (2) use  
9 its best efforts to retrieve all unauthorized copies of the Protected Material, (3)  
10 inform the person or persons to whom unauthorized disclosures were made of all  
11 the terms of this Order, and (4) request such person or persons to execute the  
12 “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit  
13 A.

14 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
15 PROTECTED MATERIAL**

16 A. When a Producing Party gives notice to Receiving Parties that certain  
17 inadvertently produced material is subject to a claim of privilege or other  
18 protection, the obligations of the Receiving Parties are those set forth in Federal  
19 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
20 whatever procedure may be established in an e-discovery order that provides for  
21 production without prior privilege review. Pursuant to Federal Rule of Evidence  
22 502(d) and (e), insofar as the parties reach an agreement on the effect of  
23 disclosure of a communication or information covered by the attorney-client  
24 privilege or work product protection, the parties may incorporate their agreement  
25 in the Stipulated Protective Order submitted to the Court.

26 **XIII. MISCELLANEOUS**

27 A. Right to Further Relief

1       1. Nothing in this Order abridges the right of any person to seek its  
2 modification by the Court in the future.

3       B. Right to Assert Other Objections

4       1. By stipulating to the entry of this Protective Order, no Party waives  
5 any right it otherwise would have to object to disclosing or producing any  
6 information or item on any ground not addressed in this Stipulated  
7 Protective Order. Similarly, no Party waives any right to object on any  
8 ground to use in evidence of any of the material covered by this Protective  
9 Order.

10      C. Filing Protected Material

11       1. A Party that seeks to file under seal any Protected Material must  
12 comply with Civil Local Rule 79-5. Protected Material may only be filed  
13 under seal pursuant to a court order authorizing the sealing of the specific  
14 Protected Material at issue. If a Party's request to file Protected Material  
15 under seal is denied by the Court, then the Receiving Party may file the  
16 information in the public record unless otherwise instructed by the Court.

17      D. Prosecution Bar

18       1. Any person who on behalf of Plaintiff reviews any document or  
19 information designated as Protected Material shall not participate in any  
20 way (including but not limited to participating in a supervisory capacity)  
21 in: (a) the prosecution or preparation of any application for patent, whether  
22 foreign or domestic, on behalf of any Party to this action (or any entity in  
23 privity with such Party) relating to the design, development, or  
24 manufacture of methods, systems, and/or components relating to  
25 computerized systems for and/or methods of presenting and synchronizing  
26 data in multiple portions of a computer display; (b) in any reexamination  
27 or reissue proceeding granted concerning any application or issued patent  
28 in such fields; or (c) advising any client or counsel concerning prosecuting

1 patent applications in such fields, from the time of receipt of such  
2 information through and including two (2) years following the complete  
3 termination of this action by either entry of a final, non-appealable  
4 judgment or order, the complete settlement of all claims against all parties  
5 in this action, or any other means. This prosecution restriction described in  
6 this Paragraph is personal to the person receiving such Protected Material  
7 and shall not be imputed to any other person or entity.

8 **XIV. FINAL DISPOSITION**

9 A. After the final disposition of this Action, as defined in Section V, within  
10 sixty (60) days of a written request by the Designating Party, each Receiving  
11 Party must return all Protected Material to the Producing Party or destroy such  
12 material. As used in this subdivision, “all Protected Material” includes all copies,  
13 abstracts, compilations, summaries, and any other format reproducing or  
14 capturing any of the Protected Material. Whether the Protected Material is  
15 returned or destroyed, the Receiving Party must submit a written certification to  
16 the Producing Party (and, if not the same person or entity, to the Designating  
17 Party) by the 60 day deadline that (1) identifies (by category, where appropriate)  
18 all the Protected Material that was returned or destroyed and (2) affirms that the  
19 Receiving Party has not retained any copies, abstracts, compilations, summaries  
20 or any other format reproducing or capturing any of the Protected Material.  
21 Notwithstanding this provision, Counsel are entitled to retain an archival copy of  
22 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
23 memoranda, correspondence, deposition and trial exhibits, expert reports,  
24 attorney work product, and consultant and expert work product, even if such  
25 materials contain Protected Material. Any such archival copies that contain or  
26 constitute Protected Material remain subject to this Protective Order as set forth  
27 in Section V.

28

B. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

Dated: April 05, 2023

Patricia Donahue

HONORABLE PATRICIA DONAHUE  
United States Magistrate Judge

## EXHIBIT A

### ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Central District of California on  
\_\_\_\_\_ [DATE] in the case of **Southwire Company, LLC v. Hughes  
Autoformers, LLC, Case No. 8:22-cv-1836- MCS (PDx)**. I agree to comply with  
and to be bound by all the terms of this Stipulated Protective Order and I  
understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Stipulated  
Protective Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the terms  
of this Stipulated Protective Order, even if such enforcement proceedings occur  
after termination of this action. I hereby appoint \_\_\_\_\_ [print  
or type full name] of \_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_